



INTERNATIONAL AVIATION, LLC

AIRCRAFT PARTS & MANAGEMENT

INTERNATIONAL AVIATION, LLC STANDARD TERMS AND CONDITIONS

GENERAL

1. **General** These terms and conditions shall govern the purchase of spare parts, ground support equipment, services of repair and overhaul, aircraft management services such as handling, fueling, permits etc. for aircraft ("Aircraft Support Items") from International Aviation, LLC., as applicable, each individually referred to in these Terms and Conditions as "International Aviation, LLC") and shall be incorporated into any purchase order(s) issued to International Aviation, LLC by you for Aircraft Support Items. The placement of an order by you shall constitute your acceptance of these terms and conditions. Any terms or conditions proposed by you inconsistent with or in addition to these terms and conditions are hereby explicitly rejected and shall be void and of no effect, unless specifically agreed to in writing by International Aviation, LLC. Any additional or differing terms or conditions in any other document or arrangement not contained herein, including but not limited to any letter, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document shall not modify these terms and conditions, and shall be void and of no effect, unless specifically agreed to in writing by International Aviation, LLC. These terms and conditions may be changed by International Aviation, LLC from time to time, in its discretion, and by purchasing from International Aviation, LLC you agree to any amended terms and conditions. These terms and conditions are variously referred to as these Terms and Conditions or Agreement.
2. **Export Controls.** The Aircraft Support Items and data covered by this Agreement may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768 - 799), the U.S. Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120 - 128 and 130) and non-U.S. export laws and regulations. The parties acknowledge: (1) these U.S. statutes and regulations impose restrictions on the import from and export to countries outside the United States of America of certain categories or articles and data; (2) licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such articles and data can be exported; (3) these licenses may impose additional restrictions on use and further disclosure of such articles and data; and (4) the disclosure of such articles and data to foreign persons is subject to these statutes, regulations, license requirements, and restrictions regardless of whether the export occurs in the United States of America or abroad. The parties represent and warrant that no Aircraft Support Items or data subject to this Agreement will be imported, exported, or re-exported contrary to these statutes and regulations and applicable non-U.S. import and export laws and regulations. You indemnify International Aviation, LLC from and against the consequences of your failure to comply with the above stated U.S. export laws and

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regulations. Diversion of the Aircraft Support Items contrary to U.S. law is strictly prohibited

3. Taxes .

The prices set forth in individual purchase orders issued by you for Aircraft Support Items will include all federal, state and local taxes imposed by the United States Government, any U.S. state or local government, or any agency, authority or department thereof. Such prices do not include any taxes, import duties or similar fees which may be levied or imposed upon the Aircraft Support Items or this Agreement or transaction by any other country, state, local or equivalent government, or any agency, authority or department thereof. Any such taxes, import duties or similar fees levied or imposed by any other government or any agency or department thereof shall be your sole responsibility. Therefore, any such taxes, import duties or similar fees shall be added to the price of the Aircraft Support Items unless you provide International Aviation, LLC with an appropriate exemption certificate. You agree to indemnify and hold International Aviation, LLC harmless from and against the payment or imposition of any such taxes, import duties or 3 STC 2024.1 similar fees.

4. Returns .

Customers authorized to purchase parts direct from International Aviation, LLC are eligible to return parts ordered in error. The following criteria must be met to return a mis-ordered part:

- (1) All returned parts are subject to handling charges of 25% of the invoiced price of the item on stock items. Any required recertification prior to restocking and/or items which must be added to part will be charged to the customer.
- (2) All returns must have prior approval to return. (a) For new part returns, requests to return components must be made within 10 days from date of shipment. (b) For Exchange returns, requests to return components must be made within 15 days from discovery of defect.
- (3) Special Orders and Aircraft On Ground(AOG) Items are not returnable under any circumstances.
- (4) All parts should be returned with all freight and custom charges prepaid. A copy of the Return Authorization form provided by International Aviation, LLC must be included in the shipment in addition to any other required shipping documents.
- (5) Original Airworthiness Documentation furnished with the original shipment must also accompany the part.
- (6) The parts must not have been installed in an aircraft or damaged, and in the opinion of International Aviation, LLC must be in the same condition as when they were sold by International Aviation, LLC. (5) The original packing material/methods should be reused when possible.
- (7) Returns must be properly cased, plugged or capped as appropriate and be suitably protected for shipment with packing, shock mounts, shipping flanges or other protective measures so that they arrive at International Aviation, LLC in good condition. Improper packing may be cause for rejection of credit. All rotatable



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returns must have all original supplier paperwork. Statically sealed items must be returned unopened.

- (8) Claims to the freight carrier should be submitted upon receipt for carton damage or within three(3) days from invoice date for any other claim. All supporting documentation should be included with the claim, including pictures.

To request an authorization form, please contact International Aviation, LLC at +1-913-948-4968 or by e-mail at parts@international-aviation.com.

Core Return Requirements:

- (1) International Aviation, LLC issued core Return Authorization must be included with each returned core.
- (2) Cores must be returned with a completed service data tag documented by a licensed mechanic or authorized repair station.
- (3) All cores being returned must have a core claim filed, and a Return Authorization Form included in the box.
- (4) Cores should be carefully repackaged to preclude shipping damage, and the original packing material/methods supplied should be reused when possible.
- (5) Cores must be returned to International Aviation, LLC, unless otherwise directed by International Aviation, LLC, within 20 days for US domestic orders or 30 days for international orders, calculated from the date of shipment.
- (6) International Aviation, LLC reserves the right to reject and return cores at customer expense, and not issue core credit, reduce core credit, credit, or issue over and above charges for the following conditions:
 - (a) cores that are damaged for reasons other than normal wear and tear or have been disassembled,
 - (b) cores that have incomplete data tags,
 - (c) cores that are not like for like part number,
 - (d) cores that require modifications to bring the part to the newest configuration.
 - (e) cores deemed BER (Beyond Economic Repair) will not be returned to customer if not requested within ten (10) days of International Aviation, LLC's BER notification to customer.

International Aviation, LLC will provide bill back notification to the customer if the core is unacceptable or if there are any core charges due to any of the foregoing reasons.

- (7) Failure to comply with the above requirements may delay, reduce or forfeit core credit issuance.

5. Delay.

Delivery and shipping dates are estimates. International Aviation, LLC DOES NOT GUARANTEE PART AVAILABILITY OR SHIPPING TIMING. UNDER NO CIRCUMSTANCES SHALL International Aviation, LLC BE LIABLE FOR ANY DELAY OR FAILURE IN THE DELIVERY OF



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AIRCRAFT SUPPORT ITEMS, OR FOR ANY DAMAGES SUFFERED BY YOU BY REASON OF SUCH DELAY OR FAILURE. Without limiting the foregoing, under no circumstances shall International Aviation, LLC be liable for any failure to perform pursuant to these terms and conditions, when such failure is directly or indirectly caused by or in any manner arises from acts of God; acts of public enemies; the elements; fires; floods; accidents; riots; wars; actions or inactions of government; international shipping or customs delays; acts of terrorism; labor difficulties; inability to secure, delay in securing or shortages of raw materials, labor, fuel, power or transportation, 2 STC 2024.1 delay or failure of any supplier; breakdown or destruction of plant or equipment arising from any cause whatsoever; epidemic, pandemic or health restriction; or any other cause or causes (whether or not similar in nature to any of those specified) beyond International Aviation's LLC reasonable control. In no event shall International Aviation, LLC be liable for any consequential damages, incidental damages, damages for loss of use or damages for loss of profits for any delay or failure in delivery regardless of the reason.

6. Warranty.

A. General Provisions:

(1) Subject to the tag date and condition of the part purchased, warranty provisions, limitations and conditions may vary. In most cases, International Aviation, LLC provides a Spare Parts Warranty for each new and exchange spare part sold by International Aviation, LLC to be free from defects in material and workmanship; provided, however, that the defect must be discovered and reported within a period of Six (06) months from date of invoice by International Aviation, LLC for part(s) sold in New & Overhauled condition, Three(03) months from the date of invoice by International Aviation, LLC for any part sold in Repaired condition and one(01) month from the date of invoice by International Aviation, LLC for any part sold in Serviceable condition. The claim must be filed and part returned to International Aviation, LLC within three (03) days of discovery of the defect.

(2) The entire extent of International Aviation's, LLC liability shall be limited to repairing or replacing with an exchange part (if available) at International Aviation, LLC sole discretion.

(3) The part to be repaired or replaced must in all instances be returned (unless field scrap approval is received on an exception basis), shipping prepaid, to International Aviation, LLC and with a International Aviation, LLC issued Return Authorization. All import duties, customs brokerage charges, sales tax, use taxes and misc. fees, if any, on such warranty repairs or replacements assemblies or parts are the warranty recipient's sole responsibility.

THE SPARE PART WARRANTY IS NOT ASSIGNABLE OR TRANSFERRABLE, AND IS PROVIDED EXCLUSIVELY TO THE ORIGINAL PARTY LISTED ON THE INTERNATIONAL AVIATION, LLC INVOICE FOR THE APPLICABLE PART (I.E., THE INITIAL PURCHASER OF THE PART FROM International Aviation, LLC).



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7. Pricing and Payment Terms:

Prices quoted are for in stock parts only and subject to change based on the availability. All orders are accepted subject to International Aviation, LLC's price in effect at time of shipment. Payment is due immediately upon receipt of pro forma billing or by due date shown on the International Aviation, LLC invoice. In no event shall you set off any payment due with any claim International Aviation, LLC owes you, whether related to this purchase or any other transaction. Your payments shall be made by either check or interbank wire transfer directly to International Aviation LLC's bank account, as shown on the pro forma billing or the International Aviation, LLC invoice. If any payment due to International Aviation, LLC from you is delayed by more than Ten (10) calendar days beyond the date of invoice, then the balance due is subject to interest at a rate equal to the higher of (a) 1.25 times the monthly prime interest rate., during the period of time such payments remain unpaid; or (b) the highest rate allowed by law. You grant, with respect to the Aircraft Support Items delivered to you, a purchase money security interest and in all accession and proceeds thereof. This purchase money security interest shall be effective until you have made payment in full.

1. If you have received specific payment terms from International Aviation, LLC and you fail to make any payment when due in accordance with the applicable invoice and such payment remains unpaid for a period of at least 3 days after the due date of the invoice. International Aviation, LLC shall have the right to assess a late charge on the outstanding invoice amount at a rate of the greater of (i) USD \$100.00 per month or (ii) 18% per annum, assessed monthly, from the date of the invoice to the date such invoice is paid.
2. All non payment terms client must pay in advance. For all pre payment clients International Aviation, LLC will require a signed credit card authorization. The credit card will be used for the exchange amount before the unit is shipped and after 03 days in the following events after the invoice is submitted for payment:
 - If no exchange core is returned within 30 days.
 - If the core is considered BER.
 - If there is an additional repair cost on your core.

you may pay for your orders with the following major credit cards: Visa®, MasterCard®, American Express® and Discover®, as well as Visa® and MasterCard®, bank Wire and/or ACH.

8. Shipment Discrepancies.

You agree to promptly and thoroughly inspect all shipments immediately after delivery. You shall notify International Aviation, LLC in writing within three (5) days of invoice or three (3) business days after the delivery of any product of any damage to the Aircraft Support Items or error in the shipment. International Aviation, LLC reserves the right to refuse to adjust any errors in shipment or damage to the Aircraft Support Items in the event the foregoing procedure has not been followed. You shall within three (3) business days after delivery notify International Aviation, LLC in writing of any other nonconformity of the Aircraft Support Items



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which is reasonably discoverable upon delivery. All nonconformity of Aircraft Support Items not reported to International Aviation, LLC as required by this section shall be deemed forever waived.

9. Delivery and Insurance:

Delivery terms shall be EX Works, International Aviation, LLC office. Partial and immediate delivery of Aircraft Support Items shall be permitted at International Aviation LLC's sole discretion. International Aviation LLC DOES NOT INSURE AIRCRAFT SUPPORT ITEMS ONCE THEY HAVE SHIPPED. Title and risk of loss and/or damage with respect to Aircraft Support Items shall pass to you upon delivery at International Aviation LLC's office or upon delivery to the shipping carrier. If you wish to insure the shipment, you should arrange for shipment on your own account and for insurance.

10. Limitation of Liability:

TO THE EXTENT ALLOWED BY LAW, International Aviation, LLC and Vendors used by International Aviation, LLC SHALL NOT BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR DIMINUTION OF MARKET VALUE, AND International Aviation, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY YOU OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT AS A RESULT OF International Aviation LLC'S PERFORMANCE UNDER THESE TERMS AND CONDITIONS.

11. Subcontracts:

International Aviation, LLC may subcontract any part of the order without yours prior written consent.

12. Waiver:

The failure of International Aviation, LLC to enforce any right or remedy provided in these Terms and Conditions or any other agreement between the parties, or by law, on a particular occasion shall not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

13. Severability:

A finding that any provision of these Terms and Conditions is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement or the validity or enforceability of that provision in any other jurisdiction.

14. Third Party Rights:

Notwithstanding any provision of law, no third party shall have any right to enforce this Agreement or any other contractual rights against International Aviation, LLC or its affiliates, except as explicitly set forth in these Terms and Conditions.

15. Choice of law:



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The parties expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The laws of the State of Kansas, United States of America, excluding choice of law principles, as effective and in force on the date of the purchase order to which these terms and conditions attach shall govern and construe any and all issues relating to the sale of the Aircraft Support Items by International Aviation, LLC to you. Venue, or the place in which you may bring a law suit, for disputes about these terms and conditions shall be in the State District Court of Johnson County, Kansas, or the United States District Court for the District of Kansas in Leawood, Kansas. By ordering Aircraft Support Items you agree to such jurisdiction and venue, and you give up the right to select venue in any other forum.

16. Entire Agreement:

These terms and conditions represent the entire agreement between International Aviation, LLC and you with respect to this subject matter and supersede all prior oral and written understandings and agreements between you and International Aviation, LLC.